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of herself and others similarly situated

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

12/01/2025

Clerk of the Court

BY: EDWARD SANTOS

Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

STEPHANIE J. FAN, an individual, on behalf of Case No.: CGC-25-629003
herself and others similarly situated,

Plaintiff,

vs.

CATHOLIC CHARITIES CYO OF THE
ARCHDIOCESE OF SAN FRANCISCO, a
California Nonprofit Corporation; and DOES 1
through 50, inclusive,

Defendants.

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 221;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Under PAGA Labor Code § 2698, *et seq.*

DEMAND FOR JURY TRIAL

Original Complaint Filed: September 10, 2025

Trial Date: None Set

1 Plaintiff STEPHANIE J. FAN (hereinafter “Plaintiff”), on behalf of herself and other similarly
2 situated non-exempt, hourly employees employed during the relevant period by Defendants in California
3 (collectively, “Employees”; individually, “Employee”), complains of Defendants, and each of them, as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees within
7 the State of California who, at any time from four years prior to the filing of this lawsuit, are or were
8 employed as non-exempt, hourly Employees, including those employed as case manager, and in similar and
9 related positions, by Defendant CATHOLIC CHARITIES CYO OF THE ARCHDIOCESE OF SAN
10 FRANCISCO, a California Nonprofit Corporation, and DOES 1 through 50 (all defendants referred to
11 collectively as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
12 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (“IWC”),
13 and the California Business & Professions Code, and seeks redress for these violations.

14 2. Plaintiff and the Class Members were employed as hourly, non-exempt Employees by
15 Defendants in positions generally pertaining to providing comprehensive human services, such as social
16 services and community-based support services, to Defendants’ clients experiencing homelessness,
17 inequality, aging in isolation, immigration challenges, and other barriers. Plaintiff, and upon information
18 and belief the other similarly situated Employees in the Class, were required to perform work tasks based
19 out of Defendants’ nonprofit centers in San Francisco, California. Plaintiff was employed by Defendants as
20 a case manager in the Housing Support Services division and Defendants tasked her with duties that included
21 handling incoming calls, completing client intakes, and updating case information in the system; and
22 assisting families experiencing homelessness in San Francisco by connecting them with shelters, housing
23 opportunities, and community resources.

24 3. Defendants employed other similarly situated Employees as case managers, and in similar
25 and related positions, to assist Defendants’ clients throughout San Francisco, California. Plaintiff and the
26 other similarly situated Class Members worked at Defendants’ behest without being paid all wages due and
27 without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Class
28 Members were employed by Defendants and shared similar job duties and responsibilities, were subjected

1 to the same policies and practices, and endured similar violations at Defendants' hands.

2 4. Defendants required Plaintiff and the Employees in the Class to work off-the-clock, but
3 Defendants failed to accurately record the hours they were on the clock, failed to pay them at the appropriate
4 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and failed to
5 provide Plaintiff and Class Members with accurate itemized wage statements. Defendants also failed to
6 provide Plaintiff and the Class Members with lawful meal and rest periods, as Employees were required to
7 remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and
8 duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the
9 IWC Wage Orders.

10 5. Defendant CATHOLIC CHARITIES CYO OF THE ARCHDIOCESE OF SAN
11 FRANCISCO ("CCSF") is a California nonprofit corporation which lists its principal address in San
12 Francisco, California with the California Secretary of State. The wage statements issued to Plaintiff list
13 "CATHOLIC CHARITIES" as her employer with the same address in San Francisco, California as CCSF,
14 and upon information and belief the wage statements Defendants issued to the other Class members listed
15 the same employer and address. CATHOLIC CHARITIES SAN FRANCISCO's website claims to be "one
16 of the largest, most comprehensive human services agencies in Northern California reaching more than
17 70,000 people annually in San Francisco, San Mateo, and Marin Counties. We are an integral part of our
18 communities and play a role in keeping our neighborhoods diverse, productive, safe, and healthy through
19 more than 30 programs and social justice advocacy."

20 6. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure
21 § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on
22 behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382.
23 Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure
24 § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred,
25 at least in part in San Francisco County, as Defendants employ or employed Plaintiff and the Class Members
26 at facilities and centers there.

27 7. The true names and capacities, whether individual, corporate, associate, or whatever else, of
28 the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who

1 therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
2 informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50,
3 inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein.
4 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the
5 Defendants designated herein as Does 1 through 50 when their identities become known.

6 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
7 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are
9 legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers
10 or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or
11 working conditions of Employees, created and implemented the policies and practices that governed the
12 employment of Plaintiff and the Class Members and dictated their job duties and responsibilities, or
13 otherwise suffered or permitted Plaintiff and the other Employee Class Members to work, or engaged them,
14 thereby creating a common law employment relationship with the Employee Class Members. Therefore,
15 Defendants, and each of them, employed or jointly employed the Employee Class Members.

16 **FACTUAL BACKGROUND**

17 9. The Employees who comprise the Class, including Plaintiff, are non-exempt employees
18 pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period
19 of four years prior to the filing of this action through its resolution, the Employee Class Members were
20 employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of
21 California. Plaintiff and the Class Members were either not paid by Defendants for all hours worked or were
22 not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants
23 failed to pay Plaintiff and the Class Members all wages due and owing, including compensation for off-the-
24 clock work, noncompliant meal and rest breaks, and Defendants’ failure to furnish accurate wage statements,
25 all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC
26 Wage Orders.

27 10. During the course of Plaintiff and the Class Members’ employment with Defendants, they
28 were not paid all wages they were owed, including for all hours they were performing work tasks or

1 remaining under Defendants' control (resulting in "off-the-clock" work) and for all their overtime hours
2 worked, and they were not paid at the required rates for overtime. This has resulted in systematic and
3 ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and
4 belief, Defendants subjected Plaintiff and the Class Members to similar policies and practices which resulted
5 in similar violations as to the other similarly situated non-exempt, hourly employees based out of their
6 schools in California.

7 11. Plaintiff was generally scheduled by Defendants to work five days per week for eight to nine
8 hour shifts. Plaintiff's scheduled shift times generally spanned from at least 8:30 a.m. to 5:00 p.m. On many
9 occasions, Plaintiff was required to work shifts on the weekend for an additional couple of hours at an
10 expected overtime premium rate of 1.5 times Plaintiff's hourly rate. In spite of this, Plaintiff was required
11 by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours.

12 12. Defendants' policy and practice of requiring systematic off-the-clock work flowed in part
13 from their unlawful timekeeping procedures. Defendants required Plaintiff and the Class members to record
14 timekeeping entries through their computers located in each of their respective workstations. While Plaintiff
15 and the Class members recorded their clock-in and clock-out times for shift start and end times and meal
16 period beginning and end times, Defendants failed to compensate Plaintiff and the Class members for off-
17 the-clock time spent walking to their workstations and booting up their computers prior to being permitted
18 to clock in. Additionally, Plaintiff, at times, would be required to assist Defendants' clients prior to being
19 able to clock-in for the start of her shift. Upon information and belief, Class Members were also subject to
20 Defendants' similarly unlawful practices and policies that resulted in off-the-clock work.

21 13. Moreover, despite recording compliant 30-minute meal periods, Plaintiff would routinely be
22 required by Defendant to work during her off the clock meal periods, effectively rendering them on-duty
23 meal periods. Plaintiff's meal periods were further interrupted because Defendants required her to promptly
24 answer phone calls, assist clients on-site, or remain with clients until another employee was available to
25 provide assistance. Furthermore, at least once a month, Defendant required Plaintiff and other Class
26 Members to attend offsite events on behalf of the company where they lacked access to timekeeping
27 systems, preventing them from recording shift start and end times or meal period times. As a result, they
28 were required to work through their meal periods, but were instructed by Defendant to report that they took

1 a legally compliant meal periods.

2 14. Defendants' uniformly applied policies and practices resulted in rampant off-the-clock work,
3 and this in turn resulted in Plaintiff working well over eight hours in her work shifts. Defendants should
4 have paid these hours at the required overtime premium rate, but Defendants' unlawful efforts to write off
5 and minimize overtime hours resulted in further systematic failure to pay all wages at the required rates,
6 including overtime. To whatever extent Defendants paid any of these overtime hours worked, upon
7 information and belief they failed to include all forms of remuneration, such as omitting non-discretionary
8 stipends, in the regular rate used to calculate and pay the overtime that Defendants did pay.

9 15. Plaintiff was therefore not paid for all her hours worked at the required minimum and
10 overtime wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring
11 Employees to work off-the-clock and without pay. Defendants systematically underpaid Plaintiff and the
12 Class Members by failing to pay them at the required overtime rates for all hours over eight in a work shift
13 or over forty in a work week. Upon information and belief, the Class Members were bound by similar
14 timekeeping policies and endured similar violations at Defendants' hands as Plaintiff.

15 16. Defendants have either failed to maintain timekeeping records for Plaintiff that would permit
16 her to discover the nature and extent of the off-the-clock work Defendants required and the actual hours she
17 worked or the breaks she received. By failing to pay for all hours worked, and by under-recording regular
18 hours to the detriment of the Class Members, Defendants have committed knowing and intentional ongoing
19 violations of the record keeping requirements under the Labor Code, including section 1174, by either failing
20 to maintain records or maintaining inaccurate ones.

21 17. The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Class
22 Members is and has been a direct consequence of Defendants' unlawful compensation policies and practices,
23 which upon information and belief applied uniformly to the other Class Members. As a result of the above-
24 described unlawful requirements to work off-the-clock, the failure to accurately record all hours worked
25 and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff
26 and the Class Members were not properly paid all wages earned and all wages owed to them by Defendants,
27 including when working more than eight hours in any given day and/or more than forty hours in any given
28 week.

1 18. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
2 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and
3 failing to pay minimum wages for all time worked, as required by California law. Also, from at least four
4 years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
5 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked
6 in excess of eight hours a day and/or forty hours a week in violation of Labor Code § 510 and the
7 corresponding sections of IWC Wage Orders.

8 19. Defendants also failed to provide Plaintiff and the Class Members with their required meal
9 periods and the at least two ten-minute rest breaks required at a minimum for Plaintiff's scheduled shift
10 durations. The above described off-the-clock work contributed to Defendants' common policy of failing to
11 provide lawful meal periods to Plaintiff and the Class Members, as required under the Labor Code and
12 Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and
13 the employee Class Members to take all required 10-minute rest breaks, as required under the Labor Code
14 and Paragraph 12 of the IWC Wage Order(s).

15 20. More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but as
16 addressed above, Defendants failed to authorize and permit Plaintiff and Class Members to take a full 30-
17 minute lunch breaks. As stated above, Plaintiff was frequently required to respond to work related demands,
18 such as promptly answering phone calls, assisting clients on-site, or remaining with clients until another
19 employee was available to provide assistance, during her meal periods. In such instances, Defendants'
20 policies and practices and management pressure compelled her to work through her meal periods, despite
21 Plaintiff's timekeeping records and the meal period appearing to be compliant. Defendants' practices and
22 procedures, coupled with management expectations, contributed to Employees working through meal
23 breaks or not taking them at all.

24 21. Therefore, meal period violations systematically occurred ongoing throughout all of
25 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or a premium wage
26 payment in lieu thereof. To the extent Defendants did pay Plaintiff and the Class members a meal period
27 premium, upon information and belief Defendant failed to pay them a premium pay of one hour at the
28 regular rate and/or failed to include all forms of remuneration beyond hourly wages in the regular hourly

1 rate used to pay the one-hour premium wage. Upon information and belief, the other Class Members were
2 subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

3 22. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and
4 all the legally required paid, off-duty rest periods to Plaintiff and the other Class Members, as required by
5 the applicable Wage Order and Labor Code. Plaintiff and other Class Members were required to perform
6 work as ordered by Defendants for more than five hours during a shift without receiving compliant meal
7 periods. Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock work
8 in a manner that required Employees to work during breaks, thus leading to further violations.

9 23. Upon information and belief, Defendants' systems did not automatically generate a meal
10 period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work
11 shift or in the event the time records reflected a meal period of less than thirty minutes. The pay summaries
12 provided by Defendants to Plaintiff failed to reflect any meal and rest period premiums paid to Plaintiff,
13 despite the fact that Defendants failed to provide Plaintiff and the Class Members with all legally required
14 off-duty, unpaid meal periods and all their legally required off-duty, paid rest periods. However, upon
15 information and belief, in the event Defendants did pay any meal period premiums, they did so at the
16 employee's customary regular rate of hourly compensation without including all forms of remuneration in
17 that hourly rate calculation, for example by omitting non-discretionary stipends and the like from the rate at
18 which meal premiums were paid.

19 24. As a result, Defendants' failure to provide Plaintiff and the Class Members with all legally
20 required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be
21 evidenced by Defendants' business records, or lack thereof. As further detailed above, Defendants also
22 failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular hourly
23 rate of compensation for each meal period or rest break that Defendants failed to provide or deficiently
24 provided.

25 25. Therefore, from at least four years prior to the filing of this action and through to the present,
26 Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise not provided with
27 the opportunity to take required breaks as required under the Labor Code and Wage Orders due to
28 Defendants' policies and practices. On the occasions when Plaintiff and the Class Members were provided

1 with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees
2 were not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
3 more of the following manners:

4 (a) Class Members were not provided full thirty-minute duty free meal periods for work
5 days in excess of five hours and were not compensated one hour's wages in lieu
6 thereof, or were not compensated at the correct regular rate of compensation, all in
7 violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial
8 Welfare Commission Wage Order(s);

9 (b) Class Members were required to work through at least part of their daily meal
10 period(s); and

11 (c) Class Members were restricted in their ability to take a full thirty-minute meal period.

12 26. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the
13 Class Members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major
14 fraction thereof. Plaintiff and the other similarly situated Class Members were required to remain under
15 Defendants' control and respond to job demands during rest breaks and if they ever received a first break,
16 they were neither authorized nor permitted the opportunity to take a second. In fact, Defendants
17 implemented a written policy prohibiting employees from leaving the premises during their rest breaks, thus
18 requiring Employees to unlawfully remain under their control during what was supposed to be duty free and
19 uninterrupted rest break time.

20 27. While Defendants made some effort to schedule ten-minute rest breaks on some work shifts,
21 they were often short, missed, or frequently interrupted by work-related demands designed by Defendant
22 that resulted in on-duty rest breaks. Defendants' uniformly applied policies and practices thus typically
23 resulted in a failure to authorize and permit rest breaks. Plaintiff and the Class Members worked shifts of at
24 least eight hours, which required them to receive at least two rest breaks. Upon information and belief, the
25 other Class members endured similar violations by Defendants as Plaintiff, and they were entitled to two
26 off-duty ten-minute rest breaks, but Defendants systematically failed to provide them.

27 28. During rest periods, employers must relieve employees of all duties and relinquish control
28 over how employees spend their time. Plaintiff and the Class Members were and are under Defendants'

1 control when they are working through rest breaks and remaining under Defendants' control. Plaintiff and
2 the Employees in the Class were thus not authorized and permitted to take lawful rest periods, were
3 systematically required by Defendants to work through or during breaks, and were not provided with one
4 hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks,
5 thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the
6 premises and were otherwise required to remain under Defendants' control during rest breaks under
7 Defendants' uniformly applied and unlawful policies and practices. Rest period violations therefore arose
8 in one or more of the following manners:

- 9 (a) Class Members were required to work without being provided a minimum ten minute
10 rest period for every four hours or major fraction thereof worked and were not
11 compensated one hour of pay at their regular rate of compensation for each workday
12 that a rest period was not provided;
- 13 (b) Class Members were not authorized and permitted to take timely rest periods for
14 every four hours worked, or major fraction thereof; and
- 15 (c) Class Members were required to remain on-duty during rest periods or otherwise had
16 their rest periods interrupted by work demands.

17 29. Defendants have also consistently failed to provide Class Members with timely, accurate,
18 and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the
19 above-described requirement of off-the-clock work, failure to pay all overtime and failure to pay all wages
20 at the appropriate premium rates, along with failure to pay premium wages for unprovided or otherwise
21 unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium
22 wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants
23 have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest
24 period compensation owed to Plaintiff and the Class, during the liability period, including to the extent they
25 required off-the-clock work or failed to pay overtime wages at the overtime rate and to the extent they did
26 not implement and preserve a record-keeping method as required for non-exempt employees by California
27 Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information
28 and belief, recorded hours worked were not maintained or were not accurately maintained for work shifts

1 and meal periods, which were automatically presumed by Defendants to have been lawfully provided when
2 they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked
3 and submitted by Plaintiff and the Class Members, including by failing to pay all overtime hours worked
4 and/or failing to pay it at the correctly calculated overtime premium rate.

5 30. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
6 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with the
7 appropriate applicable rates, among other requirements. Plaintiff and Class Members are therefore entitled
8 to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have
9 also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain
10 time records showing when the employee begins and ends each work period, meal periods, and wages earned
11 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions
12 from payment of wages and accurately reporting total hours worked.

13 31. Defendants also required Plaintiff and the Class Members to work hours off-the-clock before
14 and after their shifts for which they were not compensated. As addressed above, Employees were required
15 to endure off-the-clock work during the on-duty meal and rest periods and were subjected to systematic off-
16 the-clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
17 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants
18 have followed a uniform and consistent policy of failing to timely pay all wages owed to Plaintiff and other
19 similarly situated Employees as required by California wage-and-hour laws, including Labor Code § 204.
20 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff
21 and other similarly situated Employees at the time of their termination or within seventy-two hours of their
22 resignation, as required by California wage-and-hour laws, including Labor Code § 201- 203.

23 32. From at least four years prior to the filing of this lawsuit and continuing to the present,
24 Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the
25 Employees' earned wages, including by the above described off-the-clock work and on-duty work while on
26 unpaid meal breaks. By not compensating Employees for all hours worked, including at the required wage
27 rates, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

28 ///

1 33. As a result of these illegal policies and practices, Defendants also engaged in and enforced
2 the following additional unlawful practices and policies against Plaintiff and the Class Members she seeks
3 to represent:

4 (a) failing to maintain accurate records of Class Members' hours worked and earned wages
5 and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the
6 applicable IWC Wage Orders;

7 (b) failing to pay all wages owed to the Class Members twice monthly in accordance with
8 the requirements of Labor Code § 204; and

9 (c) failing to pay all wages owed to Class Members who either were discharged, laid off, or
10 resigned in accordance with the requirements of Labor Code §§ 201-203.

11 (d) failing to pay Class Members all wages owed, including all meal and rest period premium
12 wages, and failing to pay them at the regular rate of compensation;

13 34. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have regularly required Plaintiff and the Class Members to incur necessary business
15 expenses in the course of performing their required job duties without reimbursement. These include use of
16 the personal cellphone for work-related duties, such as corresponding with supervisors and management,
17 two-factor authentication to log in to the system, and conducting "warm handoff(s)" between clients and
18 service providers. Upon information and belief, the other Class members endured similar violations at
19 Defendants' hands as Plaintiff, and they must be reimbursed for these necessary business expenses under
20 Labor Code § 2802. Defendants systematically failed to do so.

21 35. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant
22 to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 511, 512,
23 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802 and California
24 Code of Regulations, Title 8, section 11000 *et seq.*

25 36. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the
26 Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed
27 from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this
28 Complaint.

CLASS ALLEGATIONS

37. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), as non-exempt, hourly employees by Defendants within the State of California.” This includes those employed as teachers, and in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Unauthorized Deductions from Wages Subclass. All Class Members who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay, including by requiring off-the-clock work.

f. Subclass 6. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Payroll Records Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

1 h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
2 Members who were subject to Defendants' policy and practice of not timely paying all wages earned when
3 they were due and payable at least twice monthly.

4 i. Subclass 9. Termination Pay Subclass. All Class Members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment and were
6 subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

7 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred
8 necessary and reasonable expenses in connection with performing their job duties for Defendants and who
9 were subject to a policy and/or practice under which such expenses were not reimbursed.

10 k. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a result
11 of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful,
12 deceptive, and/or unfair.

13 38. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class
14 description with greater particularity or to provide further division into subclasses or limitation to particular
15 issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class
16 Period should be adjusted accordingly.

17 39. Defendants, as a matter of company policy, practice and procedure, and in violation of the
18 applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the
19 applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice
20 whereby Defendants failed to correctly calculate and pay compensation for the time worked by the Plaintiff
21 and the other members of the Class, even though Defendants enjoyed the benefit of this work, required
22 Employees to perform this work and permitted or suffered to permit this work. Defendants have uniformly
23 denied these Class Members wages to which these employees are entitled, and failed to provide meal periods
24 or authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

25 40. This action has been brought and may properly be maintained as a class action under the
26 provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this
27 litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the
28 Class Members that Defendants are required to maintain under California law.

1 **A. Numerosity**

2 41. The potential members of the class as defined are so numerous that joinder of all the member
3 of the class is impracticable. While the precise number of Class Member has not been determined at this
4 time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this
5 lawsuit employed, at least over one hundred Employees who satisfy the Class definition within the State of
6 California. Plaintiff alleges that Defendants' employment records will provide information as to the number
7 and location of all Class Members.

8 **B. Commonality**

9 42. There are questions of law and fact common to the Class that predominate over any questions
10 affecting only individual Class Members. The common questions are numerous and substantial and flow
11 from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above.
12 As such, these common questions predominate over individual questions concerning each individual Class
13 Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common
14 questions of law and fact include:

- 15 a. Whether Defendants failed to pay Employees minimum wages;
- 16 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 17 c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- 18 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees
19 during the relevant time period for all hours worked, whether regular or overtime;
- 20 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage
21 Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu
22 thereof;
- 23 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders,
24 by failing to authorize and permit Employees to take requisite rest breaks or provide premium
25 pay in lieu thereof;
- 26 g. Whether Defendants' conduct was willful;
- 27 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate
28 wage statements;

- i. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants violated Labor Code § 221;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

43. The claims of the named plaintiff are typical of those of the other Employees. The Employee Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off-the-clock work and meal and rest violations she was required to endure are typical of those of the other Class Members.

D. Adequacy of Representation

44. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class Members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

45. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies

1 or practices of failing to compensate Employees properly.

2 46. As to the issues raised in this case, a class action is superior to all other methods for the fair
3 and efficient adjudication of this controversy, as joinder of all Class Members is impracticable and many
4 legal and factual questions to be adjudicated apply uniformly to all Class Members. Further, as the economic
5 or other loss suffered by vast numbers of Class Members may be relatively small, the expense and burden
6 of individual actions makes it difficult for the Class Members to individually redress the wrongs they have
7 suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will
8 permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively
9 little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit
10 Employees to vindicate their rights for violations they endured which they would otherwise be foreclosed
11 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

12 47. Class action treatment will allow those persons similarly situated to litigate their claims in
13 the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware
14 of any difficulties in managing this case that should preclude class treatment. Plaintiff contemplates the
15 eventual issuance of notice to the proposed Class Members that would set forth the subject and nature of
16 the instant action. The Defendants' own business records can be utilized for assistance in the preparation
17 and issuance of the contemplated notices. To the extent that any further notice is required additional media
18 and/or mailings can be used.

19 48. Defendants, as prospective and actual employers of the Employees in the Class, had a special
20 fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay
21 practices, policies and working conditions imposed upon the similarly situated Employees as well as the
22 effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants
23 knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing
24 to pay for all hours actually worked which should have been recorded in Defendants' pay records and the
25 consequence of the alleged arbitration agreements and policies and practices on the Employees and Class
26 as a whole.

27 49. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to
28 all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion

1 about Plaintiff's and the Class Members' waiver of their Constitutional rights of trial by jury, right to
2 collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive
3 relief preventing such practices from continuing. As a result, the applicable statutes of limitation were tolled
4 until such time as Plaintiff and the Class Members discovered their claims.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(Against All Defendants)**

8 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
9 herein.

10 51. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had
11 a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not
12 receive wages, including as alleged above in connection with off-the-clock work, including time worked
13 prior to clocking-in for the start of shifts, and all the time required to remain on duty and under Defendants'
14 control during meal and rest breaks and due to the work demands placed upon them by Defendants'
15 management. Defendants' uniformly applied policies required systematic off-the-clock work and
16 underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During
17 the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class
18 Members, including by requiring systematic off-the-clock work. To the extent any local wage ordinances
19 were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants
20 failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour
21 practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
22 uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the
23 Class as to minimum wage pay.

24 52. In California, employees must be paid at least the applicable state minimum wage for all
25 hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S),
26 and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor Code § 204, other
27 applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours
28 worked. Defendants failed to do so.

1 53. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The
2 minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and
3 the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wage rate
4 fixed by the commission for work during the relevant period is found in the Wage Orders.

5 54. The minimum wage provisions of California Labor Code are enforceable by private civil
6 action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser
7 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
8 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of
9 this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and
10 costs of suit.”

11 55. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
12 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California
13 Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-
14 exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours
15 must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed
16 upon one.

17 56. In committing these violations of the California Labor Code, Defendants inaccurately
18 recorded, or required Plaintiff and the Class Members to input times that did not reflect their actual hours
19 worked, or miscalculated hours or rates or otherwise underpaid the actual time worked by Plaintiff and other
20 members of the Class, including by requiring off-the-clock work as addressed in detail above. Defendants
21 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
22 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
23 regulations. As a result of these violations, Defendants also failed to timely pay all wages earned in
24 accordance with California Labor Code § 1194.

25 57. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are entitled to the
26 following remedies: “In any action under Section 1194 . . . to recover wages because of the payment of a
27 wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to
28 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

1 58. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1,
2 Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay
3 each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum
4 wages.

5 59. Defendants have the ability to pay minimum wages for all time worked and have willfully
6 refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with
7 the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

8 60. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages and local
9 wage ordinance wages and liquidated damages in an amount equal to the minimum wages unlawfully
10 unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code
11 § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages,
12 according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against
13 Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes. To the
14 extent minimum wage compensation is determined to be owed to the Class Members who have terminated
15 their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these
16 individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties
17 are sought herein on behalf of these Class Members. Defendants' failure to timely pay all wages owed also
18 violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the
19 issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and
20 not in good faith. Further, Plaintiff and other Class Members are entitled to seek and recover statutory costs.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

23 **(Against All Defendants)**

24 61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
25 herein.

26 62. California Labor Code § 1194 provides that "any employee receiving less than the legal
27 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a
28 civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,

1 including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained
2 directly against the employer in an employee's name without first filing a claim with the Division of Labor
3 Standards and Enforcement.

4 63. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and Labor Code
5 § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare
6 Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked
7 in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first
8 eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of
9 pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of
10 eight (8) hours on any seventh day of work in a workweek.

11 64. Defendants had a consistent policy of not paying Employees wages for all hours worked,
12 including by requiring off-the-clock work as addressed above, by under-reporting actual hours worked, and
13 by requiring Employees to do so as well. Defendants have also failed to include all forms of remuneration
14 in the regular rate of pay used to calculate and pay overtime and failed to begin paying overtime when it
15 was incurred due to the off-the-clock work, or otherwise simply failed to pay overtime premium wages for
16 all hours over eight in a shift and forty in a week, as detailed above.

17 65. Defendants thus had a consistent policy of not paying Employees wages for all hours worked,
18 including hours at their required regular and overtime rates. Defendants, and each of them, have
19 intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours,
20 including Plaintiff's, or required Plaintiff and the Class Members to do so, or otherwise caused them to work
21 off-the-clock to avoid paying Plaintiff and the Class Members all earned and owed straight time and
22 overtime wages and other benefits, in violation of the California Labor Code, the California Code of
23 Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and
24 Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly
25 situated non-exempt employees to work through meal periods or remain under Defendants' control when
26 they were required to be clocked out or to otherwise work off-the-clock to complete their daily job duties
27 and respond to demands from Defendants' management.

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1 66. Therefore, Employees were not properly compensated, nor were they paid overtime rates for
2 hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on
3 information and belief, Defendants did not make available to Employees a reasonable protocol for correcting
4 time records when Employees worked overtime hours or to fix incorrect time entries or those that
5 Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these
6 provisions by requiring Plaintiff and other similarly situated Class Members to work through meal periods
7 when they were required to be clocked out or to otherwise work off-the-clock to complete their daily job
8 duties.

9 67. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of regular
10 wages owed and overtime compensation for all hours worked, as required by California law, violates the
11 provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC Wage Order, and is
12 therefore unlawful. Defendants also failed to correctly calculate the regular rate used to calculate and pay
13 overtime, and meal and rest premiums, as addressed above.

14 68. Additionally, Labor Code § 558(a) provides "any employer or other person acting on behalf
15 of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating
16 hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any
17 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was
18 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation,
19 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
21 this section shall be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided
22 for in this section are in addition to any other civil or criminal penalty provided by law." Defendants have
23 violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
24 Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

25 69. Defendants' failure to pay compensation in a timely fashion also constituted a violation of
26 California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years
27 prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor
28 Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such

1 failure to make a timely payment of compensation to Employees constitutes a separate violation of
2 California Labor Code § 204.

3 70. Employees have been damaged by these violations of California Labor Code §§ 204 and 510
4 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor Code § 1199(a)-
5 (c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees
6 “to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the
7 commission” or if the employer pays “a wage less than the minimum fixed by an order of the commission”
8 or “violates...any provision of this chapter or any order or ruling of the commission.”

9 71. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510,
10 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K),
11 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their unpaid wages and
12 overtime compensation for all their hours worked, with interest, plus their reasonable attorneys’ fees and
13 costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any
14 additional sums as provided by the Labor Code and/or other statutes.

15 **THIRD CAUSE OF ACTION**

16 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

17 **(Against All Defendants)**

18 72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
19 herein.

20 73. Employees regularly worked shifts greater than five (5) hours and in some instances, greater
21 than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order,
22 an employer may not employ someone for a shift of more than five (5) hours without providing him or her
23 with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without
24 providing him or her with a second meal period of not less than thirty (30) minutes.

25 74. Defendants failed to provide Employees with meal periods as required under the Labor Code
26 and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work or to
27 otherwise remain under Defendants’ control during meal periods, or Employees otherwise had them
28 interrupted by work demands and requirements to perform off-the-clock work and remain under

1 Defendants' control. Furthermore, upon information and belief, on the occasions when Employees worked
2 more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal
3 period as required by law.

4 75. Defendants thus failed to provide Plaintiff and the Class Members with meal periods as
5 required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing
6 them with the opportunity to take meal breaks, by providing them late or for less than thirty minutes, or by
7 requiring them to perform work during breaks.

8 76. Moreover, Defendants failed to compensate Employees for each meal period not provided or
9 inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable
10 IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in
11 accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's
12 regular rate of compensation for each workday that the meal period is not provided. As detailed above, on
13 the occasions when Defendants did pay any meal period premiums, they upon information and belief
14 underpaid them by miscalculating the regular rate of compensation by not including all forms of
15 remuneration in it. Defendants thus failed to compensate the Employees in the Class for each meal period
16 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of
17 the applicable IWC Wage Order.

18 77. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
19 Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages
20 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be
21 proven at trial, as well as the assessment of any statutory penalties against the Defendants, and each of them,
22 in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

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1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 78. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
5 herein.

6 79. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that
7 employers must authorize and permit all employees to take rest periods at the rate of ten minutes net rest
8 time per four (4) work hours.

9 80. Employees consistently worked consecutive four hour shifts and were generally scheduled
10 for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest
11 periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were
12 entitled to paid rest breaks of not less than ten minutes for each consecutive four hour shift, and Defendants
13 failed to provide Employees with timely rest breaks of not less than ten minutes for each consecutive four
14 hour shift. Defendants made little effort to schedule or otherwise authorize and permit Plaintiff and the Class
15 Members to take lawful rest breaks. Employees were often required to work or to otherwise remain under
16 Defendants' control during rest periods, including by responding to work requirements and having breaks
17 provided untimely as a result of the above described off-the-clock work. Plaintiff and the Class Members
18 were also not permitted to leave their work premises during rest breaks.

19 81. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders provide
20 that if an employer fails to provide an employee rest period in accordance with this section, the employer
21 shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday
22 that the rest period is not provided. Defendants failed to do so.

23 82. Defendants, and each of them, have therefore intentionally and improperly denied rest
24 periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12
25 of the applicable IWC Wage Orders.

26 83. Defendants failed to authorize and permit Plaintiff and the Class Members to take rest
27 periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with an
28 additional hour of pay at each Employee's hourly rate for each day that Defendants failed to provide them

1 with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable
2 IWC Wage Orders.

3 84. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC
4 Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at their effective
5 hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well
6 as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by
7 the Labor Code and/or other statutes.

8 **FIFTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 226(a)**
10 **(Against All Defendants)**

11 85. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
12 herein.

13 86. California Labor Code § 226(a) requires an employer to furnish each of his or her employees
14 with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and
15 the corresponding number of hours worked at each hourly rate; these statements must be appended to the
16 detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if
17 wages are paid by cash or personal check, these statements may be given to the employee separately from
18 the payment of wages; in either case the employer must give the employee these statements twice a month
19 or each time wages are paid.

20 87. Defendants failed to provide Plaintiff and the similarly situated Employee Class Members
21 with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the
22 applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed
23 to accurately account for wages, overtime, and premium pay, including for all overtime worked and for
24 deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known
25 were owed to the Employees, as alleged above.

26 88. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the
27 Class Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
28 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable

1 piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the
2 period for which the employee is paid, (7) the name of the employee and only the last four digits of his or
3 her social security number or an employee identification number other than a social security number, (8)
4 the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect
5 during the pay period and the corresponding number of hours worked at each hourly rate by the employee
6 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
7 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class Members
8 with such timely and accurate wage and hour statements.

9 89. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing and
10 intentional failure to provide them with the wage and hour statements as required by law and are presumed
11 to have suffered injury and entitled to penalties under Labor Code § 226(e), as the Defendants have failed
12 to provide an accurate wage statement, failed to provide accurate and complete information as required by
13 any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and the Plaintiff and Class Members
14 cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The
15 amount of the gross wages or net wages paid to the employee during the pay period or any of the other
16 information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive,
17 (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the
18 net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv)
19 The name of the employee and only the last four digits of his or her social security number or an employee
20 identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly
21 and easily determine" means a reasonable person [i.e. an objective standard] would be able to readily
22 ascertain the information without reference to other documents or information.

23 90. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are
24 required "to pay each employee, on the established payday for the period involved, not less than the
25 applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he
26 employment of any employee for longer hours than those fixed by the order or under conditions of labor
27 prohibited by the order is unlawful." Plaintiff and the Class Members may therefore pursue damages and
28 penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders,

1 including penalties under paragraph 20 of the applicable IWC Wage Orders.

2 91. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a)
3 and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered
4 injuries, including among other things confusion over whether they received all wages owed them, the
5 difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical
6 computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

7 92. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage
8 Order, Plaintiff and the Employee Class Members are entitled to recover the greater of all actual damages
9 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100)
10 for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
11 (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys' fees.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

14 **(Against All Defendants)**

15 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
16 herein.

17 94. California Labor Code § 1174 requires that all employers shall keep accurate time and wage
18 records for all employees. California Labor Code § 1174.5 further requires that any employee suffering
19 injury due to a willful violation of the aforementioned obligations may seek damages, including civil
20 penalties, from the employer.

21 95. During the course of Plaintiff's and Employees' employment, Defendants consistently failed
22 to maintain accurate time and wage records for Plaintiff and Class Members as required by California Labor
23 Code § 1174 by failing to pay them proper wages, overtime, and premium pay as discussed above and failing
24 to document and pay for actual hours worked.

25 96. Defendants are also required by the California Labor Code § 1198 and the applicable Wage
26 Order to maintain a tracking system that accurately records Employees work times.

27 97. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew
28 wages to be due but failed to pay them.

1 98. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code
2 including § 1174.5, for the three years prior to the filing of this Complaint.

3 **SEVENTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 204**
5 **(Against All Defendants)**

6 99. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
7 herein.

8 100. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are
9 due and payable twice during each calendar month, on days designated in advance by the employer as the
10 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be
11 paid for between the 16th and the 26th day of the month during which the labor was performed, and labor
12 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between
13 the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed
14 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
15 more than seven calendar days following the close of the payroll period.” As detailed above, Defendants
16 maintained a consistently applied policy and practice of not paying all wages earned between the 1st and
17 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and
18 the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed
19 to pay all wages earned by not more than seven calendar days following the close of the payroll period.

20 101. All wages due and owing to Plaintiff and the Class Members, including as required under
21 Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor
22 Code § 1194 and other sections became due and payable to each employee in each pay period that he or she
23 was not provided with a meal period or rest period or paid straight or overtime wages to which he or she
24 was entitled.

25 102. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due
26 under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage
27 Orders, employers are required “to pay each employee, on the established payday for the period involved,
28 not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor

Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

103. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of wages in amounts to be determined at trial, and they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage Orders.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

104. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

105. Plaintiff and numerous Class Members are no longer employed by Defendants; they either quit Defendants’ employ or were fired therefrom. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

106. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff her final check at the time of her termination.

107. Defendants thus failed to pay Plaintiff and the Class Members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants’ failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

108. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the

1 applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he
2 employment of any employee for longer hours than those fixed by the order or under conditions of labor
3 prohibited by the order is unlawful.” Plaintiff and the Class Members may therefore pursue damages and
4 penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders,
5 including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor
6 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing
7 Employees “to work for longer hours than those fixed, or under conditions of labor prohibited by an order
8 of the commission” or if the employer pays “a wage less than the minimum fixed by an order of the
9 commission” or “violates...any provision of this chapter or any order or ruling of the commission.”

10 109. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former Employee
11 Class Members to penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage Orders
12 as addressed above, including the requirement that an employee’s wages shall continue until paid for up to
13 thirty (30) days from the date they were due.

14 **NINTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 221**
16 **(Against All Defendants)**

17 110. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full
18 herein.

19 111. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from
20 an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant
21 to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
22 timely pay its employees for all hours worked. Defendants failed to do so.

23 112. Defendants unlawfully received and/or collected wages from the Employees in the Class by
24 requiring off-the-clock work, by miscalculating or not paying overtime, and by automatically deducting
25 time for meal periods when they were not lawfully provided and not paying one hour of pay at the regular
26 rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class
27 Members, as alleged above. By not compensating Employees for all hours worked, Defendants unlawfully
28 deducted wages earned in violation of Labor Code § 221.

1 113. As a direct and proximate cause of the unauthorized deductions, Employees have been
2 damaged, in an amount to be determined at trial.

3 **TENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

5 **(Against All Defendants)**

6 114. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full
7 herein.

8 115. Plaintiff is informed and believes and based thereon alleges that throughout the period
9 applicable, Defendants required Plaintiff and the Class Members to pay for necessary work related expenses
10 they incurred. Defendants required Plaintiff and the Class Members to use their personal cellular phones to
11 conduct work related business and failed to reimburse as addressed above. Plaintiff and the Class Members
12 must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
13 systematically failed to do so.

14 116. Defendants thus followed a uniform policy and practice of failing to reimburse Employees
15 for these necessary work related expenses or losses incurred in direct discharge of their job duties during
16 employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and
17 the applicable IWC Wage Orders, paragraph 9.

18 117. Defendants' knowing and willful failure to reimburse lawful necessary work related
19 expenses and losses to Plaintiff and the Class Members resulted in damages because, among other things,
20 Defendants did not inform employees of their right to be reimbursed for those work related expenses. As
21 Defendants failed to inform and misled Plaintiff and the Class Members with regard to their rights, Plaintiff
22 and the Class Members were led to believe that incurring those lawful and necessary expenses was an
23 expected and essential function of their employment with Defendants and that failure to incur those expenses
24 would have adverse consequences on their employment.

25 118. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any and all
26 necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable
27 IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as
28 well as accrued interest on those expenses that were not reimbursed from the date Plaintiff and the Class

Members incurred those expenses. Further, Plaintiff and the Class Members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

119. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

120. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

121. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to provide the required amount of compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class Members for all hours worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

122. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower

costs to themselves by failing to comply with minimum labor standards.

123. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.*, which conduct has deprived Plaintiff, all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

124. Defendants' conduct, as alleged above, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

125. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore, their conduct violates the Business & Professions Code § 17200 *et seq.*

126. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

127. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

128. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

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1 **TWELFTH CAUSE OF ACTION**

2 **PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ.**

3 **(Against All Defendants)**

4 129. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full
5 herein.

6 130. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor
7 Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are
8 employed by Defendants (“Aggrieved Employees”) during the relevant time period.

9 131. As such, Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698
10 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
11 including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor
12 Code sections: 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
13 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, and 2699, *et seq.*

14 132. More specifically, after complying with the notice procedures of Labor Code § 2699.3,
15 Plaintiff asserts, as a representative action on behalf of the California Attorney General and the other
16 similarly Aggrieved Employees, a PAGA claim for the violations of the above-addressed underlying claims
17 and seeking penalties as specified by the applicable corresponding provision, including as follows:

18 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
19 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium
20 wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K),
21 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties
22 available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5,
23 and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

24 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
25 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-
26 duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512,
27 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil
28 and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage

1 Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and
2 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

3 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
4 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain
5 employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5,
6 and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory
7 penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and
8 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs
9 pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and
10 failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing
11 violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties
12 provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per
13 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
14 violation in a subsequent citation, ...";

15 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
16 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5,
17 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210,
18 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for
19 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

20 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants'
21 unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related
22 expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20
23 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§
24 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders,
25 and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

26 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor
27 Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and
28 IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking

1 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC
2 Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

3 116. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the
4 penalties and remedies set forth in Labor Code § 558, which states:

5 (a) Any employer or other person acting on behalf of an employer who violates, or causes
6 to be violated, a section of this chapter or any provision regulating hours and days of work in any order of
7 the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation,
8 fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid
9 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
10 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was
11 underpaid in addition to an amount sufficient to recover underpaid wages...

12 (b) If upon inspection or investigation the Labor Commissioner determines that a person
13 had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any
14 provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor
15 Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for
16 citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same
17 as those set out in Section 1197.1.

18 (c) The civil penalties provided for in this section are in addition to any other civil or
19 criminal penalty provided by law.

20 117. Plaintiff has exhausted her administrative remedies by submitted a certified letter to the
21 LWDA and Defendants on September 10, 2025 (LWDA-CM-1124578-25) addressing in detail the specific
22 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support
23 the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate
24 the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim
25 seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and
26 the original Complaint.

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RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
9. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 221, as may be proven;
12. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

- 1 14. For penalties pursuant to Labor Code § 2698 *et seq*, as may be proven;
- 2 15. For penalties under Labor Code § 558, as may be proven;
- 3 16. For an order enjoining Defendants and their agents, servants, and employees, and all persons
- 4 acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in
- 5 this Complaint;
- 6 17. For other wages and penalties under the Labor Code as may be proven;
- 7 18. For all general, special, and incidental damages as may be proven;
- 8 19. For an award of pre-judgment and post-judgment interest;
- 9 20. For an award providing for the payment of the costs of this suit;
- 10 21. For an award of attorneys' fees; and
- 11 22. For such other and further relief as this Court may deem proper and just.

12

13 DATED: December 1, 2025

D.LAW, INC.

14

15 By: 

16 Alvin B. Lindsay

William Tran

17 Attorneys for Plaintiff STEPHANIE J. FAN and all

18 others similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff STEPHANIE J. FAN hereby demands trial of her claims by jury to the extent authorized by law.

DATED: December 1, 2025

D.LAW, INC.

By: 

Alvin B. Lindsay

William Tran

Attorneys for Plaintiff STEPHANIE J. FAN and all
others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Ste 840, Glendale, CA 91203.

Kellen Crowe
kcrowe@aghwlaw.com
Allen, Glaessner, Hazelwood & Werth LLP
 180 Montgomery Street, Suite 1200
 San Francisco, CA 94104

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

Executed on December 1, 2025, at Glendale, California.

Sasha Zambrano